

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 1</b>
<b>LEASE AMENDMENT</b>  ADDRESS OF PREMISES 400 7 <sup>TH</sup> STREET, SW WASHINGTON, DC 20024	TO LEASE NO. GS-11P-LDC00587  PDN Number:

**THIS AMENDMENT** is made and entered into between **CC OWNER LLC**

whose address is: 400 7<sup>th</sup> Street, SW, Washington, DC 20024

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective UPON EXECUTION by the Government as follows:

- 1) Pursuant to a Memorandum of Understanding between the United States Office of the Comptroller of the Currency (OCC) and the United States General Services Administration (GSA) dated 4/19/21, the OCC has excessed to GSA and assigned, transferred and conveyed all of its right, title and interest in and to this Lease No. 1 (the "Lease") to the GSA and the GSA has assumed all obligations and liabilities of the OCC under the Lease.
- 2) In consideration of the foregoing:
  - a) The OCC acknowledges and confirms the assignment of this Lease to the GSA and waives any claims and rights against the Lessor that it now has or may have in the future in connection with this Lease;
  - b) The Lessor recognizes the GSA as the OCC's successor in interest in and to the Lease and waives any claims and rights against the OCC that it now has or may have in the future with respect to the Lease. The Lessor agrees that the GSA shall be entitled to all rights,

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

(b) (6)

Name: Jeanine Lester

Title: Authorized Signatory and Managing Director

Entity: Entity: CC Owner LLC, a Delaware limited liability company  
 By: Constitution DC, LLC, a Delaware limited liability company, its sole member  
 By: CC Holdco Manager, LLC, a Delaware limited liability company, its manager  
 By: Metropolitan Life Insurance Company, a New York Corporation, its sole member  
 By: MetLife Investment Management, LLC, a Delaware limited liability company, its investment manager

Date: 4/2/2021

**WITNESSED FOR THE LESSOR BY:**

(b) (6)

Name: Darian A. LeBlanc

Title: Executive Vice Chairman

Date: 4/2/2021

**FOR THE GOVERNMENT:**

(b) (6)

Name: James Phelan Jr

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 4/30/2021

**SEEN AND AGREED:**

(b) (6)

Name: Deborah M. Van Buskirk

Title: Lease Contracting Officer

Office of the Comptroller of the Currency

Date: 4/30/2021

titles, and interests of the OCC in and to the Lease as if the GSA were the original party to the Lease; and

- c) The GSA agrees to be bound by and to perform the Lease and assumes all obligations, liabilities of, and claims against the OCC under the Lease as if the GSA were the original party to the Lease.

- 3) All references to Office of the Comptroller of the Currency (OCC) shall hereby be deleted and replaced by U.S. General Services Administration (GSA).
- 4) All references to OCC shall hereby be deleted and replaced with GSA.
- 5) The Lease Contracting Officer is hereby changed to James Phelan.
- 6) Paragraph 1.03(l) is hereby deleted and replaced with the following:

Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

- 7) Paragraph 1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) is hereby deleted in its entirety and replaced with the following:

For pricing TI costs, the following rates shall apply for the initial build-out of the Space and subsequent improvements throughout the during the first 36 months of the Lease Term:

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	
GENERAL CONTRACTOR FEE (INCLUSIVE OF GENERAL CONDITIONS, OVERHEAD & PROFIT) (% OF TI CONSTRUCTION COSTS)	

The foregoing Architect/Engineer Fees do not include specialty trades such as security, structural, IT, etc. All Tenant Improvement work and services performed by Lessor or its representatives throughout the Lease term are subject to the competitive bid process outlined in Lease Paragraph 4.03 and shall not exceed the following: markup & fees for tenant alteration hard construction costs, and any other services contracted for through Lessor, inclusive of Lessor's Profit & Overhead and General Contractor's Profit & Overhead, shall not exceed an aggregate total of 15%. Permits and General Conditions shall not be subject to any markup or fees, nor for Change Orders, but only to the extent they result in a net increase to construction costs. Equitable adjustments for deleted work shall include credits for overhead and profit. All third party invoices on contracts for which the Government contracts directly, rather than through Lessor, for which the Government requests payment from the tenant allowance shall not be subject to the above stated markup & fees, but rather charged a flat \$200.00 service fee per invoice.

- 8) Paragraph 1.12(B) is hereby deleted and replaced with the following:
- All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at RET.GSA.GOV
- 9) With respect to Paragraph 6.15: (a) all references to "Government policy" shall be replaced with "GSA policy"; and (b) all references to "Government PIV" shall be replaced with "GSA PIV".
- 10) With respect to Paragraph 6.21: (a) all references to "the Government" shall be replaced with "GSA"; (b) all references to "Government contract" shall be replaced with "GSA contract"; (c) all references to "Government contractors" shall be replaced with "GSA contractors"; (d) all references to "Government personnel" shall be replaced with "GSA personnel"; (e) all references to "Government network" shall be replaced with "GSA network"; and (f) all references to "Government policy" shall be replaced with "GSA policy".
- 11) Paragraph 6.21(7) is hereby deleted and replaced with the following:

CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the LCO and the GSA Incident Response Team Center at [gsa.ir@gsa.gov](mailto:gsa.ir@gsa.gov). If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

LESSOR

GOVERNMENT

Lease Amendment Form  
REV (12/12)

- 12) Paragraph 7.04 SCIF SPACE is hereby added to the Lease as follows:

Approximately 4,200 ABOA SF will be built out, at the Government's sole cost and expense, as Sensitive Compartmentalized Information Facilities (SCIF) space. This space must meet the standards of Intelligence Community Directive (ICD) 705.

- 13) The parties hereby represent and agree that no broker has been involved in the procurement of this Lease or this Lease Amendment on behalf of the GSA, the OCC or the Lessor other than Cushman and Wakefield on behalf of the Lessor, Savills on behalf of the OCC, and CBRE on behalf of GSA.
- 14) CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is \$3,723,960.00 and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only \$707,552.40 of the Commission will be payable to CBRE, Inc. The parties hereto acknowledge that, in lieu of any shell rent credit, the remaining \$3,016,407.60, representing the Commission Credit, has already been fully applied to the benefit of the Government in establishing the negotiated rental rates set forth in Lease Paragraph 1.03.A.
- 15) As soon as practicable following execution of this Lease, the parties shall meet, confer and develop a mutually acceptable project schedule for the design, construction, delivery, and occupancy of space that is consistent with the timeframes set forth in this GSA Form L100, including but not limited to the timeframes set forth in Lease Paragraphs 4.01 and 4.06.

LESSOR:

(b) (6)

GOVERNMENT:

(b) (6)

Lease Amendment Form  
REV (12/12)